

# TONOPAH DAILY BONANZA

Published every evening, Sunday excepted, by the Tonopah Bonanza Printing Co., Incorporated.

MEMBER ASSOCIATED PRESS MEMBER NEVADA PRESS ASS'N

W. W. BOOTH, EDITOR AND MANAGER

Terms of Subscription by Mail for Daily Bonanza:  
 One Year ..... \$12.00  
 Six Months ..... \$6.00  
 Three Months ..... \$3.00  
 One Month ..... \$1.00  
 Delivered by Carrier, \$1.25 per Month.

MEMBER OF THE ASSOCIATED PRESS  
 The Associated Press is exclusively entitled to the use for republication of all news dispatches credited to it or not otherwise credited in this paper and also the local news published herein.

A reward of \$10 will be paid for information that will lead to the arrest and conviction of parties stealing The Bonanza from subscribers.

The Bonanza is kept on file at Dempsey & Stanley, Turk and Mason Streets, San Francisco.

Entered at the postoffice in Tonopah as second class matter.

## AS TO BOND SLACKERS

NOSES are counted—the haughty aquiline, the good natured pug and the elephantine bibulous protuberance, and we know how everybody in Tonopah stands on the third Liberty loan. Some subscribed so much that it will hurt them to make the final payments. But it will be a helpful hurting, for it will induce economy and be an incentive to stronger and more strenuous endeavor.

How about those who did not subscribe? Some of them were easily excusable, through sickness of themselves or those dependent upon them, or for other good and sufficient reasons.

But there were many who could easily afford the money, particularly as it was not a gift, but an investment. Ignorance kept some of these from subscribing, while others did not do so because they do not subscribe to the principles upon which America is founded, because they are not willing to do anything for the land where they gain their sustenance. If it were not for the shortage of labor at present in the United States, some of these slackers would receive notification to move on. They are simply tolerated in this time of industrial stress, when, without risk to their hoard, they might be more welcome to our gratuities and given advancement in their lines of endeavor. The Liberty bond slacker is, in plain language, an undesirable necessity.

## IN REVERENCE AND APPRECIATION

BY proclamation of the governor of California Mothers' Day is to be generally observed in that state. It should also be in Nevada, this year of all others, for now is when the mothers here are making the supreme sacrifice, giving their sons to their country and with eager eyes scanning each day the constantly growing casualty lists.

Nevada has gone six times over her quota in voluntary enlistments and the boys in the draft are going out and going out until the absence of the youth is very noticeable in this state. The Bonanza knows of gray-haired women who sorrow and will not be comforted, of fathers who try to console, but whose voices are quivering with the mingled emotions of grief and pride.

Let us celebrate Mothers' Day and Fathers' Day and the day of all who wear or who are entitled to wear the service button or fly the service flag. Governor Boyle, please proclaim a day upon which we can do honor to all who have given more than gold or toil, who have suffered the heart anguish that comes when the band plays, the whistles blow the flags wave, the crowd cheers and the train moves slowly out on the first stage of the journey to No Man's land.

## ANENT IRISH DIVIDENDS

THERE came a man into the Bonanza office last evening to get his paper and he turned as he was departing and inquired casually: "Where and how did the expression 'Irish dividend' originate?" It was apparent from his disgusted look and mournful tone that he had just received notification of an assessment upon some stock that he possesses.

It would perhaps ease the mind of the inquirer if somebody were to write to the Bonanza and explain the term and its derivation. Whether it be fact or fancy, a dissertation on this subject would prove interesting and edifying. Come on with the copy.

## OUR WAR IN A NEW SENSE

THIS is our war in a sense which did not obtain six months ago. President Wilson's expressed wish that the allied armies should be put under the command of a generalissimo was the determining factor that brought about the appointment of General Foch to that position. England, France and Italy accepted our plan of campaign. No matter what was "nominated on the bond," we are under moral obligation to send to France and put at General Foch's disposal all the American troops he requires, a million in the immediate future, two million before the end of the year, and five million, or probably the seven million named by former President Taft, if the war lasts two or three years longer. We have put our hand to the plow and cannot draw it back until the noxious weeds of Prussian militarism and autocracy are destroyed.

Though details cannot be published, the American people can rest assured that rifles, machine guns, uniforms and general equipment are being manufactured at top speed. Airplanes and artillery will follow in the same way now that practical manufacturers have been put in control of their production. We have more ships than was believed possible three months ago, and new ones are being constructed faster than was ever done in any country up to the present time. The government is taking over everything in sight that can cross the Atlantic, and the immunity enjoyed by our transports gives ground for believing that the submarine is no longer a serious peril in the transport of troops and supplies, says the New York Commercial.

Those who do not go to the front must pay taxes, buy Liberty bonds and practice self denial. Those who are drafted into the army and navy must prepare themselves for service as quickly as possible. The more troops we put in the field fit to fight, the shorter will be the war and the casualty lists. We cannot escape our obligations. A German peace will keep America under arms until the Prussian menace is destroyed no matter how long that might be, for none could trust the autocracy that violated the integrity of Belgium and ignored the treaty of Brest-Litovsk before the ink was dry. What has fallen Russia will be the fate of the rest of the world if Germany is permitted to remain an armed freebooter, no matter how strong may be the general desire for peace. We must fight for freedom and democracy to the bitter end no matter whether or not others falter.

# JUDGMENT IN WHITE CAPS APEX CASE ENTERED FOR THE PLAINTIFF

(Continued From Page One.)

tion at an altitude far above that occupied by them when they were originally laid down under water. As limestone is brittle, this great upheaval of the beds must have shattered them considerably, but probably without greatly separating the various blocks in the small area of about one hundred acres under discussion. Later a group of faults called the north-south faults moved certain blocks notably, but most of the thrust from the north or south (somewhat east of north and west of south) spent itself in further shattering the limestone. These faults are numerous, remarkably so; the greater of them were accompanied by many of less intensity having the same general direction and forming distinct "families" crossing the limestone almost at right angles and rendering certain portions of it highly fragmentary while leaving the portions between the "families" solid and unaffected, which condition these portions still retain.

## Series of Faults

The next series of faults, known as the "east-west faults" (having directions ranging from slightly north of east to north east and from slightly south of west to south west) further disrupted the limestone and moved certain blocks extensively. These were largely major faults, which, taking paths of least resistance, sometimes broke into and followed for several hundred feet the course of the "north-south faults" and often chose to pass through the portions of limestone that had previously been shattered and fragmented by those faults. These were the mineralizing faults, up which the mineralizing solutions flowed, attacking and dissolving the broken portions of the limestone and replacing it with ores and other compounds of various metals. These would have been the "veins" of the Manhattan district had not the shale which they crossed so readily turned back to its original condition of mud when reached by the rising water, thereby effectually blocking the channels in the faults and confining the flow to the belts of limestone. Why the ascending solutions did not attack the Morning Glory Limestone has not been demonstrated, but the reason why they did not attack the Pine Nut and Zanzibar Limestones is no doubt explainable by the fact that those belts are composed of decidedly impure material which may have acted like the shale in closing the crevices formed by the faults. In all probability, however, the White Caps Limestone is the purest form in the district, and as a whole, the most highly crystallized, and the least likely to develop any cementation of its fragments, thus to a comparatively great extent lying open to attack by rising solutions.

The "east-west" faults were, therefore, pre-mineral; the limestone never was mineralized as a whole; and the blocks that now contain the ore bodies were attacked separately after they had been moved to about their present positions. Later faults are here and there evident, but the number is comparatively small and the effects slight.

## Neutral Engineers' Evidence

The neutral engineers, Van Wageningen and Walker, found some proof of the existence of a group of "longitudinal" faults in the White Caps Limestone extending roughly parallel to its course. These, however, merely caused lines or planes of brecciation within the limestone, which later aided the spreading of mineralization into it near the shattered portions of it where crossed by the mineralizing faults and accounted for the "length" of the ore bodies when their greatest dimension lies with the line, as it no doubt does somewhat more frequently than it does not. This breccia can still be found unaffected by mineralizing agencies except close to the "east-west" faults.

The next matter for discussion is whether Block A of the White Caps Limestone, which contains both the West Ore Body and the Shaft Ore Body, constitutes a vein. It lies across the north boundary of the White Cap No. 1 Claim, has a north-west and south-east course, extends into the Pine Nut No. 2 Claim, and contains Morning Glory No. 3 Shaft, as well as a shaft of the White Caps Company. It is bounded by two "east-west" faults, the White Caps Fault and the West Fault, which underground approach each other more closely as depth increases, and may join, thus carrying the West Ore Body and the Shaft Ore Body together, though this conclusion has not been finally demonstrated. The result of the faulting at this point is the existence of a great irregular wedge of limestone, point down, extending to a depth of about four hundred feet and leaning to the north west lengthwise and to the north east sideways. This brings me to the "pipe" theory, which involves the definition of a vein.

## Definition of a Vein

The definition used as a basis is that adopted by the Supreme Court of the United States in Iron Silver Mining Co. vs. Cheesman et al., 116 U. S., 529:

"A lode or vein is a body of mineral or mineral bearing rock, within defined boundaries, in the general mass of the mountain."

The elements of a vein, as further defined in that case, are three in number:

1. It must have defined boundaries.
  2. It must be composed of mineral-bearing rock.
  3. It must be continuous.
- The opinion from which the definition is taken, however, contains references to a "fissure" and connects its definition with that phenomenon. In the present case there is no fissure (other than the fault fissures); that is to say, the limestone belt, once a deposit resting upon a bed of mud now hardened to shale, and covered by another such bed, cannot be the filling of a crevice or "fissure." So this definition, though approved in the authority cited, is like other definitions of a vein or lode, subject to proper modifications.

fications determined by the geological or other facts developed by the evidence in the particular case before the court. "Many definitions of veins have been given, varying according to the facts under consideration. The term is not susceptible of an arbitrary definition applicable to every case. It must be controlled, in a measure at least, by the conditions of locality and deposit." Justice Gabbert in Beals vs. Cobb, 20 Morrison's Mining Reports, 691.

## Land Department Definition

The definition adopted by the Land Department is stated by Lindley as follows:

By the term "vein" or "lode" \* \* \* it is not to be understood as having had in mind merely a typical fissure or contact vein, but rather any well-defined zone or mineral-bearing rock in place.

The definition in the Eureka Case (Eureka Mining Co. vs. Richmond Mining Co., 9 Morrison's Mining Reports, 578) was:

The term "lode" as used in the acts of Congress is applicable to any zone or belt of mineralized rock within boundaries clearly separating it from the neighboring rock. It includes \* \* \* all deposits of mineral matter found through a mineralized zone or belt, coming from the same source, impressed with the same forms, and appearing to have been created by the same processes.

The zone to which this definition was applied was of dolomite limestone, a sedimentary deposit, broken, crushed and fissured, resting on a footwall of quartzite, and having a hanging wall of clay shale.

In the present case we are dealing with limestone (but not dolomite), a sedimentary deposit, broken, crushed and fissured; and the definition of the Eureka Case applies except in three respects, one element of the definition and two physical conditions. The two physical conditions are the existence of hundreds of feet of unaltered limestone within the zone containing no ore bodies and no mineralization and the position of the blocks of limestone apart from each other before mineralization took place. The missing element of the definition in the present case is "boundaries clearly separating it from the neighboring rock."

A great deal of attention was given this phase of the case by counsel on both sides; many ingenious questions and clever arguments were employed in dealing with it.

## Formation of Limestone

The limestone beds were laid down while conditions were favorable for the deposition of calcium carbonate, but there was a period after the precipitation of this substance in a pure form when conditions were changed by the action of currents or the swinging of streams flowing into the sea where the beds were forming whereby beds of mud were intermingled with the lime and mud itself within the lime precipitate. The result was an alternating of lime and mud of greatly varying dimensions, some comparatively large, some very small, and these associated with beds made up of both lime and mud, that is, shaly lime or lime shale. A similar period preceded the formation of each limestone bed as well as followed it. Thus, there is a transition zone from shale to lime and another from lime to shale associated with the White Caps Limestone. It is true that one can be on or in the limestone unquestionably or on or in the shale unquestionably or on or in the transition zone unquestionably, but the fact remains a person can pass from one to another without knowing when the change takes place, and there are places where he can not be sure of which of these he is on or in. A somewhat similar situation can be easily imagined, that of a lake bordered by a swamp, in turn bordered by land. One might unquestionably be on the lake in a boat or on the swamp in a boat, or on foot on the land or within the swamp on land, and yet have great difficulty in knowing when he was leaving one to get on or into the next. The swamp bounds the lake and the land, but not definitely. Another illustration is afforded by our desert hills. Where does one leave a hill and enter the valley at its base? A contour line might be run around the hill, and I might say that above it lies the hill, below it the valley; but some one else might choose a lower or a higher line, yet I could take a position both would admit to be on the hill, or another that both would admit might be in the valley, or another that both might be in doubt about except for the arbitrary line we could not agree upon. The line bounds the hill, but who may say where? It has been argued that if assay walls may become a definite boundary for a vein in some instances, analysis could easily fix the walls of the limestone zone; but this is not true because of outlying beds of lime as pure as that of the main body and because of the existence of the beds of lime shale, often of a high degree of purity. There would have to be fixed a standard of purity as a basis for analysis, and this for both lime and shale, because the ore is not confined to the pure lime, but extends into the transition zone and even into the shale possibly.

## No Defined Boundary

I find that my reasoning powers applied to this phase of the case are like those of the jury, who in answer to Special Issue 4 say that the White Caps Limestone blocks have no defined boundary walls that clearly separate them from the shale, yet in answer to Special Issue XII say that the White Caps Limestone has defined boundaries. The difference between the two rests upon the word

## NEW TODAY

These tiny CAPULETS are superior to Balsam of Capelle, Gubers or Infusions and RELIEVES IN MIDY 24 HOURS the same diseases without inconvenience. Sold by all druggists.

"Clearly." In other words the limestone blocks are bounded by the shale, but not clearly so; or the limestone has defined (using the word in a very liberal sense) boundaries, but not well defined, or clearly defined, boundaries. I prefer to express the idea thus—that the shale bounds or limits the limestone, but that it does not bound or limit it along any definite (or precise) line; and referring back to the definition of a vein in the Eureka Case, the limestone has no boundaries clearly separating it from the surrounding rock, whether that rock be shale or the mixture of the transition zone. The situation before us differs in three respects from that in the Eureka Case, whose definition, therefore, does not satisfy our needs here.

The definition used by the land department might serve to include the White Caps Limestone as a fairly well defined zone of rock in place, if that rock were also mineralized; this definition omits an element of the well-established definitions, that of continuity, and to that extent does not fit the case before us. The bearing of the word "continuous" will be discussed later.

## Block A Analyzed

Block A is a vein or not as it measures up to the definition of a vein applicable to this suit. It is not a vein under the definition in the Eureka Case, because its boundaries are not clearly defined. It is not a vein under the Land Department definition unless it is composed of mineral-bearing rock. Is it composed of mineral-bearing rock? The limestone is not of itself a mineral-bearing rock unless almost every rock on the earth may be thus designated, nearly all of them having some inherent mineralization. The jury found its average assay value excluding the ore bodies to be nineteen cents per ton, which is probably about correct. This is not the mineralization contemplated by the definition; but that mineralization not inherent in such rocks as limestone, shale, granite, etc., that which results from the process of mineralizing or impregnation with minerals. There can be no further elaboration of the definition of a vein without making it include the geologic processes which account for "impregnation with minerals," but though much testimony in the present case dealt with these, no amplification of

(Continued on Page Three.)

Martin Cafferata Steve Pavlovich

# MIZPAH

Headquarters for Southern Nevadans

Strictly Up to Date in Every Respect

WHEN IN RENO CALL

23 North Virginia St., Reno, Nevada

## FRESH MEATS

FISH and POULTRY

We Handle Only First-Class Nevada Beef

United Cattle and Packing Company (Formerly T. & G. Meat Market)

# TONOPAH CLUB

The Most up-to-date house in town

OPP THE POSTOFFICE

Everything strictly first-class

Nick Ableman and J. C. McKay, Prop's.

# THE BANK BUFFET

ARTISTICALLY ARRANGED

UNEXCELLED SERVICE

AN ATMOSPHERE OF CONGENIALITY AND GOOD FELLOWSHIP

WALTER DRYSDALE, Proprietor

# Nevada First National Bank of Tonopah

CAPITAL, \$100,000

# Manhattan Trading & Transfer Co.

(Incorporated)  
 LIGHT AND HEAVY HAULING  
 To any place, by the day or by the ton. We have several large teams and freight outfits and are able to handle any size job promptly. We solicit an opportunity to submit bids on any work in our line. Telephone Baldwin Stables, Manhattan, Nev. or address P. O. Box 215, Manhattan, Nev.

# LAS VEGAS AND TONOPAH RAILROAD

Bullfrog Goldfield Railroad Co. (THE VEGAS WAY)

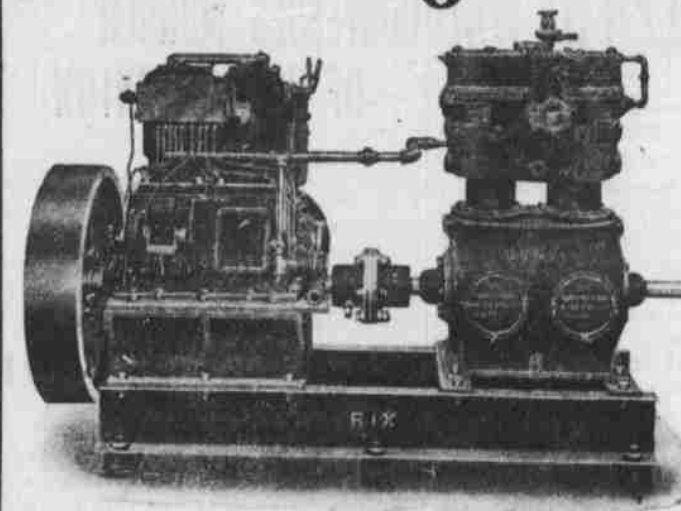
THE DIRECT LINE TO SOUTHERN CALIFORNIA, ARIZONA AND THE EAST

Through Standard and Tourist Sleepers from Las Vegas HOW ABOUT YOUR FREIGHT? We Operate Through Cars to Tonopah.

M. A. HOOD, General Agent, C. E. REDMAN, Traffic Manager. Phone 2032, Tonopah, Nev. Office: Miners Drug store. Goldfield, Nev.

In Stock at Tonopah for Immediate Delivery

# Hardsocg Rock Drills



Cut Faster

Use Less Air

Cost Less for

Upkeep

We Offer a 30-Day Trial on Hardsocg Drills TRY ONE AND SEE FOR YOURSELF

# Rix Air Compressors

Light Compact Efficient

Made in sizes from 40 to 300 feet capacity.

We can furnish these in the belt-driven on direct connected units. We are also agents for FAIRBANKS-MORSE engine and hoists. HENDY ore cars.

See us for anything in the machinery line—New or second-hand.

The Rix is a machine of simple and fool-proof design. Higher speed than the ordinary compressor and is splash lubricated.



# Verdi Lumber Co., Tonopah Campbell & Kelly, Tonopah